This case overrules an earlier case. *Flaucher* v. *Camden*, 56 N. J. L. 244. Further, it disapproves of the doctrine laid down by the Supreme Court of the United States. *Norton* v. *Shelby County*, 118 U. S. 425. For a discussion of the principles involved, see 21 HARV. L. REV. 153; 20 *ibid.* 580.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — LIABILITY OF LABOR UNIONS. — The plaintiffs ran a non-union factory. The defendants, members of the Union Hatters of America and the American Federation of Labor, in an attempt to force the plaintiff to employ only union men, boycotted his goods and destroyed his business, which was largely interstate. *Held*, that the defendants' acts constitute a combination in restraint of interstate trade, made illegal by the Sherman Anti-Trust Act of 1890, and that the plaintiff, by § 7 of the Act, can recover threefold damages for the injury to his business. *Loewe* v. *Lawlor*, 208 U. S. 274.

By the better opinion boycotts are actionable at common law. See 20 HARV. L. REV. 429, 450. The present case is noteworthy in deciding for the first time that the person injured by a boycott which is in restraint of interstate commerce has the added remedy of a recovery of threefold damages. The court has already decided that a conspiracy in trade to refuse to sell to a retailer unless he conforms with certain restrictions is an illegal restraint under the Act. *Montague & Co.* v. *Lowry*, 193 U. S. 38. The present decision merely applies the same principles to labor combinations. It therefore introduces no new principles, and the court could consistently have reached no other result without exempting labor unions from the law. And a combination of consumers to interfere with the interstate trade of any producer would likewise seem illegal, regardless of the motive. As the decision allows recovery against the individual members of the union, it seems to show the attitude of the court upon the question of the responsibility of individual members of a labor union for damages caused by strikes and other labor troubles.

RESTRICTIVE AGREEMENTS AS TO USE OF PROPERTY — COVENANT AGAINST EXERCISING TRADE — COVENANT TAKEN FOR PURPOSE OF ESTABLISHING MONOPOLY. — The owner of a large tract of land on which a town was situated divided it into lots and conveyed them to different purchasers by deeds containing covenants by the vendees not to engage in the sale of intoxicating liquors. His main purpose was to protect his own saloon from competitors. *Held*, that the covenants are void as creating a monopoly. *Burdell* v. *Grandi*, 92 Pac. 1022 (Cal.).

It is well settled that a covenant not to carry on a certain business on the land sold is enforceable. *McMahon* v. *Williams*, 79 Ala. 288. But where it is part of a general scheme to create a monopoly, a distinct question of public policy is presented. The older view was that an owner of land had an absolute right to dispose of it in any way. *Holmes* v. *Martin*, 10 Ga. 503; *Morris* v. *Tuskaloosa Mfg. Co.*, 83 Ala. 565. The modern rule is that he must not exercise his right so as to injure the public, and that if restrictive covenants create a monopoly they are void. *Chippewa Lumber Co.* v. *Tremper*, 75 Mich. 36. The result of enforcing the covenants in the present case would be to confine the whole town's source of supply of liquor to one man. In the case of most commodities the restriction should not be enforced. But it seems better public policy to restrict the sale of liquor than to encourage its use, and as the question is one of public policy only, the monopoly might well be allowed. See *Watrous* v. *Allen*, 57 Mich. 362.

TAXATION — PARTICULAR FORMS OF TAXATION — TIME OF ACCRUAL OF RIGHT OF STATE TO INHERITANCE TAX. — A resident of Massachusetts died intestate leaving personal property in both Massachusetts and New York to be distributed to a brother and certain nephews and nieces. Under a New York statute the shares of the nephews and nieces were subject to an inheritance tax, while the brother's share was exempt. To avoid the tax on the non-exempt shares the administrator elected to apply the New York assets to the payment of the brother's distributive share. *Held*, that he is liable for the tax, since the

right of the state to a tax on the shares of non-exempt distributees vests on the death of the intestate. *Matter of Ramsdill*, 190 N. Y. 492. See NOTES, p. 435.

TORTS — INTERFERENCE WITH BUSINESS — CONTRACT RIGHTS. — The plaintiff supplied phonographic goods to A and B, who contracted not to sell to dealers who were on the plaintiff's suspended list. The defendant company, which was on the list and knew of the contracts, persuaded A, and by fraud procured B, to sell to it. The plaintiff sought damages and an injunction to prevent the defendant from procuring further sales by A and B. *Held*, that no action lies against the defendant for persuading A to sell, but that it may be enjoined from procuring sales by fraud. *Nat'l Phonograph Co.* v. *Edison-Bell Con. Phonograph Co.*, [1908] 1 Ch. 335.

This case reverses in part the decision of the lower court that the plaintiff's action was not maintainable, criticized in 20 HARV. L. REV. 656.

USURY — NATURE AND VALIDITY OF USURIOUS CONTRACT — APPLICATION OF FEDERAL STATUTE TO STATE BANK BUYING INSTRUMENT ORIGINALLY USURIOUS. — § 5198 of the U. S. Compiled Statutes, 1901, provides that, though a national bank knowingly charges a usurious rate, the instrument shall not be void. N. Y. Laws, 1837, c. 430, § 1, provided that all instruments charging a usurious rate should be void; but N. Y. Laws, 1892, c. 689, § 55, provided that state banks should be subject to the same usury laws as national banks. A note was made by the defendant at a usurious rate to a payee not a bank. It was later bought at a legal rate and sued on by a state bank which knew of the usury. *Held*, that there can be no recovery. *Schlesinger* v. *Lehmaier*, 191 N. Y. 69.

If a bank takes a usurious note as payee, whether in good or bad faith, or if it purchases a note without knowledge of its usurious character, the note can be enforced. *Farmers', etc., Bank* v. *Dearing*, 91 U. S. 29; *Schlesinger* v. *Gilhooly*, 189 N. Y. 1. This case of a purchase with knowledge seems the one instance where the ordinary state usury laws have been held a defense to negotiable paper owned by a bank. For a discussion of the case in a lower court, see 20 HARV. L. REV. 581. *Cf.* 21 HARV. L. REV. 136.

WILLS — CONSTRUCTION — ADMISSIBILITY OF EXTRINSIC EVIDENCE TO SHOW TESTAMENTARY INTENT. — A executed a warranty deed to B, but never delivered it. The document fulfilled the formal requirements of the statute of wills, but evidenced no *animus testandi*. It was placed in an envelope with A's will. *Held*, that extrinsic evidence is inadmissible to prove that the deed was executed with testamentary intent. *Noble* v. *Fickes*, 82 N. E. 950 (Ill.).

No set form is required for wills. A paper drawn as a deed is entitled to probate if it plainly expresses the testamentary intent and fulfills the statutory requirements. *Lincoln* v. *Felt*, 132 Mich. 49. But the mere fact that it is inoperative *inter vivos* does not make it a will. *Estate of Skerrett*, 67 Cal. 585. Where an instrument through its ambiguity may be construed as either a will or a deed, extrinsic evidence is admissible to prove the maker's intent. *Robertson* v. *Dunn*, 2 Murph. (N. C.) 133. Even where the words are unequivocally those of a deed, the English courts admit parol evidence to prove an *animus testandi*. *Goods of Slinn*, L. R. 15 P. D. 156. The only American decision found repudiates this doctrine on the ground that it transgresses the parol evidence rule. *Clay* v. *Layton*, 134 Mich. 317. The choice between the two doctrines rests on policy. The English decisions offer a great opportunity for fraud and mistake, while the present case utterly disregards the actual intention of the deceased. However, the general policy of the law as to wills, restricting parol testimony to the narrowest possible limit, favors the decision.

WILLS — CONSTRUCTION — GIFT BY IMPLICATION. — A testator devised his residuary estate to his step-mother and to his sister in equal shares, and provided that if either died without issue surviving, her share would go to the survivor. The mother died before the testator, leaving a grandchild, and her